

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

HELEN REYNOLDS

COMPLAINANT

VS.

THE UNION LIGHT, HEAT AND POWER  
COMPANY

DEFENDANT

CASE NO. 93-245

ORDER TO SATISFY OR ANSWER

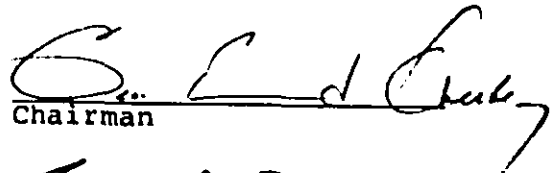
The Union Light, Heat and Power Company ("ULH&P") is hereby notified that it has been named as defendant in a formal complaint filed on July 16, 1993, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, ULH&P is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

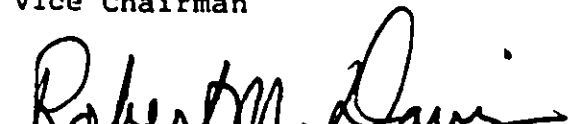
Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

Done at Frankfort, Kentucky, this 23rd day of July, 1993.

PUBLIC SERVICE COMMISSION

  
Chairman

  
Vice Chairman

  
Commissioner

ATTEST:

  
Executive Director

RECEIVED

BEFORE THE PUBLIC SERVICE COMMISSION JUL 16 1993

PUBLIC SERVICE  
COMMISSION

HELEN REYNOLDS,  
COMPLAINANT

VS.

UNION LIGHT, HEAT & POWER  
DEFENDANT

NO. 93-245

COMPLAINT

The complaint of Helen Reynolds respectfully shows:

a) Helen Reynolds, unemployed, resides at 643 W. 12th Street, Covington, Kentucky 41011.

b) The Defendant is the Union Light, Heat and Power Company, 107 Brent Spence Square, Covington, Kentucky 41011.

c) (1) That Helen Reynolds filed a Chapter 7 Bankruptcy in the Eastern District of Kentucky at Covington, on May 24, 1993, Case No. 93-2-0595.

(2) That Defendant Union Light, Heat and Power Company was listed as a creditor in Ms. Reynolds' bankruptcy petition.

(3) That Union Light, Heat and Power has demanded that Ms. Reynolds pay a new security deposit in the amount of \$353.00.

(4) That Union Light, Heat and Power Company has refused Ms. Reynolds' offer of partial payments on the \$353.00 security deposit.

(5) That Union Light, Heat and Power Company has refused to accept the utility deposit guaranty offered by the Kentucky Housing Corporation pursuant to its Rental Deposits

Surety Program, said offer was communicated by Ms. Reynolds' attorney, Carl J. Melcher, to Mr. Wefer, ULH&P, on July 12, 1993.

(6) That said offers were in compliance with, and should have been accepted by Union Light, Heat and Power pursuant to 807 KAR 5:006, Section 7.


WHEREFORE, complainant Helen Reynolds asks:

1. That the PSC assume jurisdiction of this billing dispute and, pursuant to 807 Kar 5:006, Section 11, order Union Light, Heat and Power to maintain service to complainant during the pendency of this case;

2. That the PSC order Union Light, Heat and Power to accept the guaranty of the deposit made by the Kentucky Housing Corporation;

Dated at Covington Kentucky, this 14<sup>th</sup> day of July, 1993.

  
HELEN REYNOLDS  
COMPLAINANT

  
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ATTORNEY FOR COMPLAINANT  
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